Content Access Terms and Conditions

These Content Access Terms and Conditions ("Agreement") govern Clarivate's and its Affiliates' right to capture data and information from the Publishers' published materials ("Publisher Content") for the purpose of using such data and information in its research databases, library and educational services, discovery services, researcher workflow tools, intellectual property lifecycle and management services, and other services. "We" or "Clarivate" means Clarivate and its Affiliates (defined below), and "you" or "Publisher" means the content provider (defined below), and each may be individually referred to as "a Party" or collectively as "the Parties." By permitting Clarivate and its Affiliates to access the Publisher Content, the Parties agree that these terms apply.

1. Definitions

In this Agreement, the following terms shall have the following meanings:

"Affiliate(s)" means in relation to any Party, an entity that is controlled by, controlling or under common control with that Party.

"Clarivate" means Camelot Bidco UK Ltd, a company incorporated under the laws of England and Wales with its registered office at 70 St. Mary Axe, London, United Kingdom, EC3A 8BE.

"Customers" means customers that have licensed or purchased products or services from Clarivate or its Affiliates.

"Publisher" means the entity/content provider that publishes the Publisher Content and is permitting Clarivate and its Affiliates to use such Publisher Content in accordance with this Agreement.

2. Grant of Rights

2.1 Subject to the terms herein, Publisher grants to Clarivate and its Affiliates non-exclusive, worldwide rights to capture and create metadata consistent with Clarivate's data taxonomy and normalization requirements from the Publisher Content, including but not limited to information, records, data, cited references, annotations, summaries, abstracts, cover images, objects (tables and figures), and links. Incidental to the rights granted herein, Clarivate, its customers, and third-party contractors may use, store, manipulate, and maintain the Publisher Content as necessary to exercise the rights granted hereunder and for archival and backup purposes. Publisher understands and agrees that Clarivate. and its Affiliates, customers, and third-party contractors may use the Publisher Content to create metadata and summaries, and/or extract information and summaries, and compile the metadata, information and summaries into databases and/or otherwise use the metadata, information and summaries for the purposes of research, discovery and other activities in relation to the products and services provided to its Customers.

2.2 Clarivate and its Affiliates will only use the Publisher Content acquired under this Agreement consistent with the purposes outlined herein, unless otherwise permitted by Publisher or applicable law. For the avoidance of doubt, where the Publisher Content consists of articles, eBooks or similar works, Clarivate agrees that it shall not distribute or display to any Customers more than snippets of the full text of the Publisher Content under this Agreement without Publisher's prior written approval, except as permitted by law.

2.3 Publisher shall provide and/or make available the Publisher Content to Clarivate and its Affiliates in formats and via mechanisms to be mutually agreed.

3. Warranties and Indemnification

3.1 Publisher warrants that: (a) it has the right to grant all rights and licenses granted under this Agreement; (b) the exercise of the rights granted to Clarivate and its Affiliates as contemplated hereunder will not violate the rights of any third party; and (c) the Publisher Content does not infringe any intellectual property or other rights of any third party. Should any of the Publisher Content become or, in the opinion of Publisher, is likely to become, the subject of an infringement claim, Publisher may, in its discretion, authorize the continued use of, replace, remove or modify the Publisher Content to make it non-infringing. Publisher shall indemnify and hold harmless Clarivate and its Affiliates against any loss, damage, claim, liability, settlement cost or expense (including attorneys' fees) incurred by Clarivate and its Affiliates arising from any breach or alleged breach of Publisher's warranties set forth herein.

3.2 EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREUNDER OR BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Term and Termination

4.1 This Agreement shall be in full force and effect as of the earlier of the date upon which Publisher confirms acceptance of these terms and conditions or the date that Publisher permits access to Publisher Content by Clarivate and its Affiliates. This Agreement shall continue until either Party provides the other with written notice of termination, to be effective no sooner than one hundred eighty (180) days from the date such notice is tendered unless otherwise agreed by the Parties.

4.2 Either Party shall be entitled to terminate this Agreement upon prior written notice at any time, if the other Party is in material breach of any provision of this Agreement, and such breach is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching Party. Upon termination or expiration of this Agreement, Clarivate and its Affiliates shall discontinue use of the full-text of the Publisher Content within sixty (60) days following the termination date, except any copies retained as needed under Section 4.3 or for archival purposes.

4.3 Following termination or expiration of this Agreement, not caused by a material breach by Clarivate, Clarivate shall be allowed to complete the coverage of any calendar year, volume year or edition that is in process at the effective date of termination and Publisher shall continue to allow such access and use of the Publisher Content and all relevant terms herein shall apply. Notwithstanding the foregoing, in the event of termination or expiration of the Agreement for any reason Clarivate and its Affiliates will have the right to continue using the information, summaries and metadata incorporated into its products and services in perpetuity and such right will survive termination of this Agreement.

4.4 Publisher agrees that the Publisher Content may continue to be accessed and used by a divested Clarivate entity for the benefit of the divestment under the terms of this Agreement for a period of up to 60 days or such reasonable period thereafter after such divestment occurred, provided that the Publisher Content is used by such divested entity only in the same products and services as prior to divestiture. If applicable, the Publisher agrees not to unreasonably withhold consent to an agreement between the Publisher and the divested entity on substantially similar terms to this Agreement. For the avoidance of doubt, the divested entity may retain any information, summaries, and metadata incorporated into its products and services under this Agreement.

5. Confidentiality and Reservation of Rights

5.1 Each of the Parties shall keep confidential and not disclose to any person any information which is or should be reasonably understood to be confidential or proprietary to the discloser of the information, including the fact a Party has received such information or any terms, conditions or other facts with respect to any of the foregoing. Notwithstanding this provision, either Party may disclose (a) the existence of the Agreement and (b) relevant portions of this Agreement: (1) to its parent or subsidiary companies; (2) for due diligence purposes related to a prospective sale or purchase of the Party's business or assets; or (3) as otherwise required by a court or regulatory agency or applicable law. This clause shall not apply to any information that falls into the public domain other than by a breach of this Agreement. This confidentiality provision shall survive the termination of this Agreement.

5.2 Clarivate and its Affiliates reserve all rights allowed under U.S. Copyright and other applicable law, and all intellectual property rights in its products and services, including without limitation the copyright or database right existing in the selection, coordination and arrangement of the metadata, information and summaries contained therein.

6. Data Protection

In so far as either Party processes any personal data of individuals ("personal data") received while executing or performing this Agreement it shall ensure it will comply with all applicable laws or regulations governing the collection, processing and storing of personal data, including the implementation of security controls to keep the personal data secure.

7. Open Access

Notwithstanding anything to the contrary in this Agreement, if any individual work within the Publisher Content is made available under open access terms that are less restrictive than the terms of this Agreement (including, without limitation, CC BY or similar licenses), Clarivate and its Affiliates may elect to use such work in accordance with those terms; provided, however, that such election applies only from the date such terms become applicable to that work. Upon such election, such work (to the extent so used under the open access terms) will no longer be governed by this Agreement.

8. Miscellaneous

8.1 *Dispute Resolution*. Any disputes arising out of or related to this Agreement, or its subject matter shall be governed by region specific governing law and jurisdiction to settle any such disputes. Each Party waives, to the fullest extent permitted by law, its right to a jury trial.

8.2 *Severability*. Any provision of this Agreement shall be deemed deleted to the extent a Party is prohibited by the Party's local law from agreeing to such provision (for example when the publisher is a governmental entity), without affecting the validity of the remainder of the Agreement. If any provision is determined to be invalid or contrary to any law or regulation either now or in the future, the provision shall be given the maximum permissible effect without affecting the validity of the remainder of the Agreement.

8.3 *Compliance with Applicable Laws*. The Parties hereby agree to comply with all the applicable laws and regulations including anti-corruption and bribery laws.

8.4 *Waiver/Force Majeure*. Neither Party will have any liability for any loss, cost or damage resulting from any failure by a Party to perform any obligation hereunder due to causes beyond such Party's reasonable control, including, without limitation, acts of god, acts of terrorism, acts of government, failure of telecommunications or internet services, pandemic, fire, or other casualty, provided the affected Party makes every effort to resume performance as soon as possible. If the affected Party cannot resume performance within 30 days, then the other Party may, without penalty or liability, terminate this Agreement upon written notice.

8.5 *Entire Agreement*. This Agreement constitutes the complete understanding of the Parties and its affiliates regarding the subject matter hereof and supersedes all prior agreements and understandings, oral or written, relating to such subject matter, including any of publisher's terms of use associated with their platform, website, or publisher content. For the avoidance of doubt, this Agreement does not affect any other agreements that may exist between the Parties for other uses of the publisher content or other subject matter.

8.6 *No Third Party Beneficiaries*. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.

8.7 *Authority*. Each person accepting this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to do so.

Last Updated: 11 June 2026